

Agenda Item Form

Agenda Date: 03/30/04

Districts Affected: N/A

Dept. Head/Contact Information: [Museum of Art, Becky Duval-Reese, (915) 532-1707]

Type of Agenda Item:

- | | | |
|---|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> | | |

Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☒ Other Source: Restricted Funds

Legal:

☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

To perform professional level public relations and marketing functions and to assist with promotional programs for developing attendance and membership.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary and benefits.

Statutory or Citizen Concerns:

None anticipated

Departmental Concerns:

None anticipated

2004 MAR 24 PM 3 26
CITY CLERK'S OFFICE

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **KIMBERLY MCCARDEN**, to assist the Museum of Art as a Museum Development Assistant at an hourly rate of \$13.82 for 40 hours per week. The term of the contract shall be for the period of March 31, 2004 through March 30, 2005.

APPROVED this 30th day of March, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **KIMBERLY MCCARDEN**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Museum of Art, desires to employ the Employee as a Museum Development Assistant; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Museum of Art, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about March 31, 2004 and be completed by March 30, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at an hourly rate of Thirteen and 82/100 Dollars (\$13.82). The employee shall work a minimum of forty (40) hours per week. Employee is classified as non-exempt and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be

eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Museum of Art, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee

at the following addresses:

CITY: City of El Paso
Museum of Art
Attn: Director
2 Civic Center Plaza
El Paso, Texas 79901-1196

EMPLOYEE: Kimberly McCarden

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 30th day of March, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Kimberly McCarden

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Becky Duval Reese, Director
Museums

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 3/25/04

ATTACHMENT A
SCOPE OF DUTIES STATEMENT

MUSEUM DEVELOPMENT ASSISTANT

(EL PASO CONTRACT POSITION)

General Purpose

Under general supervision, perform professional level public relations and marketing functions on assigned design, implementation, administration and review projects to assist with promotional programs for developing museum attendance and membership.

Typical Duties

Participate in development and execution of approved research and campaigns to attain marketing strategies enhance museum general and special events as well as increase fund raising and membership. Involves: Conduct market research through focus groups, surveys and other means to assess and report to management community identified service issues and evaluate effectiveness of operations. Collaborate with and recommend promotional materials prepared by approved commercial artists and advertising vendors, or personally propose and create, using digital camera, computer scanning and desk top publishing software, print, broadcast, multi-media and web site graphic layouts and photographs according to planned marketing objectives. Write copy for programs, newsletters, press releases and radio and television spots. Arrange for media interviews with artists, department management, City officials and museum board members. Purchase newspaper advertising, and radio and television spots. Prepare and distribute museum and event information packets. Edit museum newsletter. Estimate time required and costs of designing and producing materials to promote events, and monitor expenditures. Assist with annual department budget preparation by submitting requests for funding of marketing activities.

Act as departmental public information liaison to the media, the public, the membership and event sponsors. Involves: Develop and maintain working relationships with media contacts as spokesperson for department regarding publicity for activities. Collaborate on promotion of joint productions with other art organizations to maximize visitor attendance. Write and disseminate approved press releases. Serve on committees of community organizations, as authorized by management. Prepare and deliver presentations to a variety of audiences. Research, resolve and respond to visitor and member complaints and information inquiries. Prepare and maintain public relations related records and reports including up-to-date lists for local, state and national media contacts, Museum publicity clipping books, photograph files

Perform related professional duties contributing to the realization of City and department goals as required. Involves: Substitute, as qualified, for coworkers or supervisor during temporary absences by carrying out specifically delegated functions to maintain continuity of normal services, if assigned. Provide designated support for projects or activities overseen by department employees. Explain and demonstrate work performed to assist supervisor in orienting and training less knowledgeable employees.

Minimum Qualifications:

Education and Experience: Equivalent to an accredited Bachelor's degree in Fine or Commercial Arts, Museum Studies, Business or Public Administration, or a related field plus one (1) year of professional advertising, graphic design or public relations experience associated with the marketing of attended or public activities.

Licenses and Certificates: Texas Class "C" Drivers License or equivalent from another state.

Kimberly McCarden

~~1450 El Paso Blvd~~
~~El Paso, Texas 79902~~

OBJECTIVE

To obtain a position in the Public Relations field fully utilizing my extensive work experience, skills, and education in a challenging work environment.

QUALIFICATIONS

High achiever and responsible professional with extensive experience working public relations, film work, freelancing journalist, liaison, coordinator, marketing, and emcee positions. Computer literate. Multi-task oriented with good time management skills. Focused on excellence in job performance and teamwork to obtain optimal results. Recipient of numerous awards and recognition for exceptional work performance.

EDUCATION

Bachelor of Arts in Public Relations, Minor in Film Studies
University of Texas, El Paso, Texas 2001

PROFESSIONAL EXPERIENCE

Public Relations

2002 to 2002

STANTON STREET WEEKLY NEWSPAPER

El Paso, Texas

Handle all public relation functions. Coordinate and organize community and promotional events. Responsible for material advertising and distribution.

Local Band Publicist

2001 to Present

THE FLA FLAS/THE PUSH

El Paso, Texas

Promotion of bands through local media outlets to include El Paso Times and Stanton Street Weekly. Assist with tour reservations and distribution of performance flyers to the general public. Coordinate Press Kits, package CD's and distribute merchandise for The Push.

Development Assistant

2001 to Present

EL PASO MUSEUM OF ART

El Paso, Texas

Editor for quarterly newsletter Members' Update. Handle and coordinate fundraising activities, procure new memberships, and coordinate special events. Initially started as Audio Visual Technician (1999) and promoted to Public Relations and Marketing Intern. Wrote all press releases and performed duties promoting and marketing of museum.

Freelance Journalist

2002 to 2002

EL PASO TIMES

El Paso, Texas

Prepare and write weekly Night Life column.